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IDENTIFIERS *Bergen Community College

ABSTRACT

This agreement between the Bergen Community College Faculty Association and the Bergen Community College Board of Trustees covers the period of July 1, 1973 to June 30, 1976. Articles of the agreement cover definition of bargaining unit; understandings relative to the agreement; negotiations; Board rights and responsibilities; Association rights and responsibilities; calendar; individual contracts; salary; load; schedules; class size; fringe benefits; leaves of absence; consideration for appointment, reappointment, tenure, and promotion; personnel files; and grievance procedures. (MJM)

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AGREEMENT BETWEEN

BERGEN COMMUNITY COLLEGE FACULTY ASSOCIATION

AND

BERGEN COMMUNITY COLLEGE BOARD OF TRUSTEES

JULY 1, 1973 - JUNE 30, 1976

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THIS AGREEMENT is entered into this first day of July, 1973, by and between the BOARD OF TRUSTEES OF BERGEN COMMUNITY COLLEGE, hereinafter referred to as the "BOARD" and the BERGEN COMMUNITY COLLEGE FACULTY ASSOCIATION, hereinafter referred to as the "ASSOCIATION".

ARTICLES OF AGREEMENT

Now, therefore, the parties hereto agree as follows:

I. BARGAINING UNIT

1. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Public Law 1968, Chapter 303, for the Bargaining Unit which shall be comprised of all full-time faculty holding the rank of Professor, Associate Professor, Assistant Professor, Instructor, or Associate Instructor, and of all full-time employees bearing the title of Library Associate, Professional Assistant or Technical Assistant whether said faculty and employees are on contract for a full calendar or academic year or any part thereof or on leave excluding the President of the College, Vice President, Deans (all ranks), Department Chairmen and the Director of Institutional Research.

2. The Board agrees not to negotiate with any faculty member in the bargaining unit individually, or with any faculty organization or group within the bargaining unit other than the Association for the duration of this Agreement.

3. The Bargaining Unit shall hereinafter be designated as follows:

GROUP T - Full-time teaching faculty holding academic rank of Professor, Associate Professor, Assistant Professor, Instructor or Associate Instructor.

GROUP S - Full-time faculty in the Student Personnel Department holding academic rank of Professor, Associate Professor, Assistant Professor or Instructor.

GROUP L - Full-time faculty in the Library holding academic rank of Professor, Associate Professor, Assistant Professor or Instructor.

GROUP R - Full-time faculty in the Office of Registrar and Admissions holding rank of Professor, Associate Professor, Assistant Professor or Instructor.

GROUP A - Library Associate, Professional Assistant, and Technical Assistant.

"FACULTY MEMBER" shall be defined as only members in Groups "T", "S", "L" and "R".

"MEMBER" shall hereinafter be the term used to designate all individuals of the aforementioned Groups.

II. UNDERSTANDINGS RELATIVE TO THIS DOCUMENT

1. The dates of this contract are from July 1, 1973 until June 30, 1976.

2. This Agreement supersedes all previous understandings and agreements between the Association and the Board.

3. If any provision of this Agreement or any application of the Agreement to any faculty member or group of faculty members shall be found contrary to statutory law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by statutory law, but all other provisions or applications of the Agreement shall continue in full force and effect.

4. Should a mutually acceptable amendment be negotiated by the parties, it shall be reduced to writing and submitted to appropriate ratification procedures of the Board and the Association. At such time as it has been so ratified, it shall become part of this Agreement.

5. Any individual contract between the College and an individual member shall be subject to and consistent with the terms

and conditions of this Agreement, which shall be binding during its duration.

6. The Board agrees to duplicate and present copies of this Agreement, within a reasonable time, after signing by both parties, to all members now employed or subsequently employed by the Board during the term of this Agreement.

III. NEGOTIATIONS

1. The parties shall enter into negotiation no later than October 15 of the date preceding the expiration of this Contract, unless otherwise agreed to in writing by both parties.

2. Whenever any representative of the Association or any member is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings which are related to Association matters, he shall suffer no loss in pay, nor be expected to compensate in any way for time spent in carrying out such responsibilities, nor shall he receive extra compensation therefore.

3. Neither the Board nor the Association shall have or exercise control over the selection of the negotiating representatives of the other party, and it is mutually agreed that said representatives shall have all necessary authority to make proposals, consider proposals and make counter proposals during negotiations.

IV. BOARD RIGHTS AND RESPONSIBILITIES

The Association recognizes that the Board has the responsibility and the authority to manage and direct in behalf of the public and itself all the operations and activities of the College to the full extent authorized by law, provided that the exercise of such rights and responsibilities shall be in conformity with this Agreement.

V. ASSOCIATION RIGHTS AND RESPONSIBILITIES

1. The Association shall enjoy such rights and privileges

as are accorded by this Agreement and by Law.

2. Duly authorized members of the Association shall be permitted to transact offical Association business on College property when they have no instructional or office hours or other assigned responsibilities scheduled and when such transactions in no way interfere with College business or with the instructional or office hours or other assigned responsibilities of any other member of the College faculty or staff.

3. The Association shall supply, at its own cost, all materials, stationary and other supplies required for use in carrying on the administrative, financial or operational functions of the Association. College equipment, when not required for College purposes, shall be available for use on campus by the Association.

4. With the prior approval of the President or his designee which shall not be arbitrarily withheld, the Association's duly authorized representacives or members employed by the Board may be permitted use of College faculities for meeting purposes at such time and place as will not interfere with, delay or defer any activity or function of the College.

5. The Association may be permitted the use of the College internal mail and telephone systems. Postage for external mail for Association purposes shall be provided by the Association. All outside calls, local and long distance for Association purposes, shall be paid for by the Association.

6. The person who holds the office of President of the Association shall be provided a single occupancy office by the College, on campus, during his term of office, provided space limitations permit as determined by the President or his designee.

7. A bulletin board in a location designated by the President of the College for offical Association purpose shall be

provided in the main campus building.

8. Members are required to adhere to all rules and regulations, current and future, necessary for the proper administration and conduct of the College.

VI. CALENDAR

1. The President will review with the executive committee of the Association the recommended calendar submitted by the Senate before he makes his final decision.

VII. INDIVIDUAL CONTRACTS

1. Individual contracts for employees in Group "T" and Group "S" shall be from September 1 through June 30 each year. The College obligations for these Groups shall be from September 1st to on or about June 15th, emergent matters permitting.

2. Individual contracts for employees in Groups "L" and "R" shall be from July 1 through June 30 each year, except for a one month vacation during July or August, or at other times during the academic year equivalent to one month and approved by the President or his designee.

3. Individual contracts for Group "A" shall be from July 1 through June 30 each year. They shall have twenty-three (23) working days of vacation each year and those holidays when the College is closed.

VIII. SALARY

1. The Board hereby agrees to compensate employees for the period beginning July 1, 1973 and ending June 30, 1976 in accordance with the amount set forth in the salary schedule, Appendix A, annexed hereto and made a part hereof.

2. Each member shall receive an annual increment by advancing from his current salary step to the next higher step of the salary schedule for his rank or classification, only upon the recommendation of the President to the Board of Trustees, which

recommendation shall not be arbitrarily withheld. If an increment is withheld, the member shall have recourse to grievance procedure.

A step is defined as one vertical movement in a guide from the lower rate to the higher rate.

3. If a faculty member is promoted to a higher rank, he shall be placed on that step of the salary schedule of his new rank, which is equal in amount to that which he would have received had he not been promoted, plus one increment.

4. Full-time faculty, Group "T", engaged for part-time teaching during the academic year, over and above the required teaching load, shall be compensated as set forth in the Part-time Salary Schedule, Appendix B, annexed hereto and made a part hereof.

5. Full-time members in Groups "A", "S", "L" and "R", engaged for overload services, over and above their required hours, or members of Group "S" engaged during the summer for part-time services, shall be paid on the basis of two-thirds (2/3) of the approved part-time hourly rate, per Appendix B.

6. Faculty in Groups "L" and "R" shall be paid an additional ten percent (10%) of their annual salary for the eleventh (11th) month of employment.

Faculty members of Groups "L" and "R" who are required to work during the period from July 1st to June 30th, on those days that the College is open but classes are not in session, shall be compensated at the rate of $25.00 per seven (7) hour day to a maximum of twenty (20) days per individual each year.

A reduced force sufficient to maintain and fulfill the public service responsibilities of the Library Learning Resources Department and the Registrar and Admissions Office shall be permitted during the Fall (Christmas) and Spring (Easter) recess. The numbers to be approved by the President or his designee.

7. Full-time faculty in Group "T" who teach during the

summer session, shall be compensated as set forth in the Part-time Salary Schedule Appendix B.

8. A qualified faculty member requested by the Chairman to cover the class of an ill colleague will receive compensation in accordance with the Part-time Salary Schedule set forth in Appendix B.

For reasons other than illness, and with the approval of the Department Chairman, qualified faculty members may substitute for each other without loss of pay or extra compensation.

If the College President, or his designee, who shall be the Vice President or appropriate full Dean, requests a faculty member to attend a particular conference or meeting as the College representative, the faculty member requested to cover the classes by the Chairman of the Department shall receive compensation in accordance with the Part-time Salary Schedule set forth in Appendix B.

9. Full-time faculty are required to render up to three (3) days of service at each registration as part of their total responsibility and without extra compensation, except that payments for such services shall be made for registration of part-time students which occurs after 5 p.m. and for registration of summer session students, at the rate of $9.00 per hour. Any service beyond the required three (3) day period for each registration will be compensated at the $9.00 per hour rate for time actually served.

10. Employees in Group "A" shall be compensated at the rate as set forth in the salary schedule, Appendix C, annexed hereto and made part hereof.

11. Currently employed full-time faculty members who receive their terminal degree (Doctorate) after April 1, 1973 shall

be given one increment improvement in their salary schedule upon evidence of their attainment of the degree.

IX. LOAD

1. The teaching load for Group "T" shall not exceed thirty (30) contact hours per academic year, nor exceed eighteen (18) contact hours per semester without compensation, at the rate set forth in Schedule B. The President may provide for extra compensation for teaching assignments beyond fifteen (15) contact hours during any one semester. Every effort will be made by the administration to give each faculty member a fifteen (15) hour contact load each semester.

2. Overload teaching by faculty members up to six (6) contact hours per semester will be permitted at Bergen Community College or other institutions.

3. Preference for overload teaching shall normally be given to qualified faculty members of Group "T" over adjunct faculty members.

4. No faculty in Group "T" shall be required to teach, as part of his schedule, more than six (6) contact hours per semester, between the hours of 6:00 p.m. and 10:00 p.m. without his consent.

5. In the event that a faculty member in Group "T" is required to teach on Saturday as part of his regular schedule, he shall have the following Monday off. No faculty member in Group "T" shall be required to render services on Saturdays for two (2) successive semesters.

6. Full-time faculty members engaged for the first time on or after July 1, 1970, may be explicitly engaged to teach a full schedule after the hour of 6:00 p.m. daily. He shall be so designated "Full-time Evening Session Faculty". Annually, full-time evening session faculty shall be given priority for

appointments as regular day session faculty members if such vacancies exist.

7. Faculty in Group "S" shall have thirty-four (34) scheduled hours of work per week.

They shall be required to work no more than seven (7) hours on any given day nor more than five (5) days in any given week. These hours shall be scheduled consecutively (with the exception of the lunch hour and/or dinner hour).

No more than four (4) of these hours shall be scheduled after the hour of 6:00 p.m. on no more than two (2) days of the week without his consent.

8. Faculty in Group "L" and Group "R" shall have thirty-five (35) scheduled hours of work per week. They shall be required to work no more than seven (7) hours on any given day and no more than five (5) days in any given week. These hours shall be scheduled consecutively (with the exception of the lunch hour and/or dinner hour).

9. Members of Group "A" are twelve month employees and shall have thirty-five (35) scheduled hours of work per week.

10. Employees in Groups "A", "L" and "R" who work on Sunday will be paid at their overload part-time rate.

11. Faculty in Group "T" engaged to work during the summer session may teach up to a maximum of nine (9) contact hours per summer session.

12. Preference for summer session work shall normally be given to qualified faculty members of Group "T" over adjunct faculty members.

13. Summer session tentative assignments shall be issued by the President no later than May 15, and returned by the faculty member no later than June 1. Final assignments shall be subject to actual registration.

X. SCHEDULE

1. Faculty members shall be notified to the extend feasible, of their tentative teaching schedules at least two weeks before the first day of classes. Final schedules of teaching assignments shall be subject to registration and the final schedule of classes.

2. Teaching schedules shall be so arranged that the elapsed time between the beginning of the first class and the end of the last class shall not exceed seven (7) hours in any one day and shall accumulate to no more than thirty (30) hours per week, whenever possible. When an evening assignment is made part of the regular load of a faculty member, every effort will be made to provide at least twelve (12) hours between the end of the last class and the beginning of the first class of the next day.

3. Every effort will be made so that there shall be no more than three (3) consecutive teaching classes as part of the full-time teaching schedule.

4. Every effort will be made to have the maximum number of different class preparations within the full-time teaching schedule three (3).

5. When a faculty member is requested to make a major educational effort, for example, the development of a full course in autotutorial materials or a course of study on video-tape, he will receive released time consideration. The Association shall be requested to give advisory consultation.

XI. CLASS SIZE

A. Course Size-Contact Hour Approach

The following shall be the student contact base for courses:

Nursing Clinic	10
English Composition	22

Science Laboratories	24
Cooperative Work Experience	2 contact hours for first 10 students and 1 contact hour for each 5 students beyond that.
All other courses except Large Lectures	30
Recitation Classes from Large Lecture Mode	33

All courses shall be closed at the foregoing numbers, however, they can be increased by ten percent (10%) by the Department Chairman, or a Dean to resolve student conflicts. Increase in any course beyond ten percent (10%) or any increase in Recitation Classes from Large Lecture Mode may only be made by a Dean where necessary.

B. Large Lecture Modes

Type A course meeting = any of foregoing = 1 contact hour

Type B course meeting = 48-66 students = 1.5 contact hours

Type C course meeting = 67-99 students = 2.0 contact hours

The type of large lecture mode is determined by the number of course sections which it encompasses, not by the number of students. A type "B" lecture is comprised of two (2) course sections and a type "C" lecture is comprised of three (3) or four (4) course sections.

1. Each instructor's teaching schedule must be so arranged that he has classes on at least four (4) days and has one (1) posted office hour on three (3) of those days. A fourth (4th) office hour must be made available each week on an appointment basis.

2. No non-science course is to meet more than one (1) of its weekly hours in a type "B" or "C" lecture.

3. An instructor who teaches a type "B" or "C" lecture is also to teach the recitations for that course meeting. Exceptions

to this may be made only by the Dean of Instruction.

4. All science sections that contain laboratories shall include either two (2) type "B" or "C" lectures, if registration is sufficient.

5. Except by permission of the Dean of Instruction, an instructor shall not teach more than two (2) contact hours of type "C" lectures or two (2) contact hours of type "B" and one (1) contact hour of type "C" lecture or four (4) contact hours of type "B" lecture in one semester. No teaching program shall be less than thirteen (13) actual contact hours.

6. An instructor whose equated contact hours exceed fifteen (15) in any semester shall be paid at his appropriate overload rate.

7. All current agreements regarding overload shall apply with the exception that a faculty member teaching in Large Lecture Mode may have up to seven (7) hours actual contact overload, instead of six (6) hours contact overload.

XII. FRINGE BENEFITS

1. The Board agrees to provide each employee, at its own cost and expense, with full family Blue Cross, Blue Shield, Rider "J" and Major Medical Insurance.

2. The College agrees to pay up to sixty dollars per credit, for a maximum of twelve (12) credits per year, for graduate or self-improvement studies approved by the President. Members may also elect to take up to six (6) credits per semester, improvement studies approved by the President, at Bergen Community College tuition free. However, it is clearly understood that in no case may a member take more than six (6) hours in any semester, exclusive of summer session, in any combination of Bergen Community College courses or courses at another institution, without prior approval of the President.

It is further agreed that for those members who qualify, a maintenance of matriculation payment of up to $100.00 for one year shall be allowed.

3. Wives or husbands of full-time members will be permitted to take up to six (6) credits per semester, tuition free, at Bergen Community College with enrollment in any classes at Bergen Community College for which they meet entrance requirements and provided space is available.

Dependent children of full-time members may attend any Bergen Community College course for credit without payment of tuition fee, provided such dependent child shall be subject to all rules and regulations including admission requirements as regular students of the College. Such dependent children afforded these privileges shall not be counted in determining any statistics related to faculty overload or pupil contact hours.

XIII. Leaves of Absence, Appendix D, annexed hereto and made a part hereof.

XIV. Appointment, Reappointment, Tenure and Promotion, Appendix E, annexed hereto and made a part hereof.

XV. Personnel Files, Appendix F, annexed hereto and made a part hereof.

XVI. Grievance Procedure, Appendix G, annexed hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals the day and year first above written.

BERGEN COMMUNITY COLLEGE

Witness
Walter M. Hartung
Secretary of the Board of Trustees

BY: Bennett H. Fishler, Jr.
Bennett H. Fishler, Jr.
Chairman of the Board of Trustees

BERGEN COMMUNITY COLLEGE
FACULTY ASSOCIATION

Witness
Clarence E. Mathe, Jr.
Administrator of Personnel Relations

BY: R. Neil Ender
R. Neil Ender
President, BCC Faculty Association

Barbara Passikoff
Barbara Passikoff
Vice President, BCC Faculty Association

L. Alice Peters
L. Alice Peters
Secretary, BCC Faculty Association

Peter Helff
Peter Helff
Treasurer, BCC Faculty Association

BERGEN COMMUNITY COLLEGE
FULL-TIME SALARY SCHEDULE

APPENDIX A
Effective
July 1, 1973

		A	B	C	D	E	F	G	H
ASSOCIATE INSTRUCTOR	1	$ 8,784	$ 8,828	$ 8,872	$ 8,916	$ 8,960	$ 9,006	$ 9,051	$ 9,096
	2	9,141	9,187	9,233	9,279	9,326	9,372	9,419	9,466
	3	9,513	9,561	9,609	9,657	9,705	9,754	9,802	9,851
INSTRUCTOR	4	9,901	9,950	10,000	10,050	10,100	10,151	10,202	10,253
	5	10,304	10,355	10,407	10,459	10,511	10,564	10,617	10,670
	6	10,723	10,777	10,831	10,885	10,939	10,994	11,049	11,104
	7	11,160	11,216	11,272	11,328	11,385	11,442	11,499	11,556
	8	11,614	11,672	11,730	11,789	11,848	11,907	11,967	12,027
ASSISTANT PROFESSOR	9	12,087	12,147	12,208	12,269	12,330	12,392	12,454	12,516
	10	12,579	12,642	12,705	12,768	12,832	12,896	12,961	13,026
	11	13,091	13,156	13,222	13,288	13,355	13,421	13,489	13,556
	12	13,624	13,692	13,760	13,829	13,898	13,968	14,038	14,108
ASSOCIATE PROFESSOR	13	14,178	14,249	14,320	14,392	14,464	14,536	14,609	14,682
	14	14,755	14,829	14,903	14,978	15,053	15,128	15,204	15,280
	15	15,356	15,433	15,510	15,588	15,666	15,744	15,823	15,902
	16	15,981	16,061	16,141	16,222	16,303	16,385	16,467	16,549
PROFESSOR	17	16,632	16,715	16,798	16,882	16,967	17,052	17,137	17,223
	18	17,309	17,395	17,482	17,570	17,658	17,746	17,835	17,924
	19	18,013	18,103	18,194	18,285	18,376	18,468	18,561	18,653
	20	18,747	18,840	18,935	19,029	19,124	19,220	19,316	19,413
	21	19,510	19,607	19,705	19,804	19,903	20,002	20,102	20,203
	22	20,304	20,405	20,508	20,610	20,713	20,817	20,921	21,025
	23	21,130	21,236	21,342	21,449	21,556	21,664	21,772	21,881
	24	21,991	22,10	22,211	22,322	22,434	22,546	22,659	22,772
	25	22,886	23,000	23,115	23,231	23,347	23,464	23,581	23,699

BERGEN COMMUNITY COLLEGE
FULL-TIME SALARY SCHEDULE

APPENDIX A-1
Effective
July 1, 1974

		A	B	C	D	E	F	G	H
ASSOCIATE INSTRUCTOR	1	$ 9,141	$ 9,187	$ 9,233	$ 9,279	$ 9,326	$ 9,372	$ [illegible]19	$ 9,466
	2	9,513	9,561	9,609	9,657	9,705	9,754	[illegible]802	9,851
	3	9,901	9,950	10,000	10,050	10,100	10,151	10,202	10,253
INSTRUCTOR	4	10,304	10,355	10,407	10,459	10,511	10,564	10,617	10,670
	5	10,723	10,777	10,831	10,885	10,939	10,994	11,049	11,104
	6	11,160	11,216	11,272	11,328	11,385	11,442	11,499	11,556
	7	11,614	11,672	11,730	11,789	11,848	11,907	11,967	12,027
	8	12,087	12,147	12,208	12,269	12,330	12,392	12,454	12,516
ASSISTANT PROFESSOR	9	12,579	12,642	12,705	12,768	12,832	12,896	12,961	13,026
	10	13,091	13,156	13,222	13,288	13,355	13,421	13,489	13,556
	11	13,624	13,692	13,760	13,829	13,898	13,968	14,038	14,108
	12	14,178	14,249	14,320	14,392	14,464	14,536	14,609	14,682
ASSOCIATE PROFESSOR	13	14,755	14,829	14,903	14,978	15,053	15,128	15,204	15,280
	14	15,356	15,433	15,510	15,588	15,666	15,744	15,823	15,902
	15	15,981	16,061	16,141	16,222	16,303	16,385	16,467	16,549
	16	16,632	16,715	16,798	16,882	16,967	17,052	17,137	17,233
PROFESSOR	17	17,309	17,395	17,482	17,570	17,658	17,746	17,835	17,924
	18	18,013	18,103	18,194	18,285	18,376	18,468	18,561	18,653
	19	18,747	18,840	18,935	19,029	19,124	19,220	19,316	19,413
	20	19,510	19,607	19,705	19,804	19,903	20,002	20,102	20,203
	21	20,304	20,405	20,508	20,610	20,713	20,817	20,921	21,025
	22	20,130	21,236	21,342	21,449	21,556	21,664	21,772	21,881
	23	21,991	22,101	22,211	22,322	22,434	22,546	22,659	22,772
	24	22,886	23,000	23,115	23,231	23,347	23,464	23,581	23,699
	25	23,817	23,937	24,056	24,176	24,297	24,419	24,541	24,664

APPENDIX A-2
Effective
July 1, 1975

BERGEN COMMUNITY COLLEGE
FULL-TIME SALARY SCHEDULE

		A	B	C	D	E	F	G	H
ASSOCIATE INSTRUCTOR	1	$ 9,513	$ 9,561	$ 9,609	$ 9,657	$ 9,705	$ 9,754	$ 9,802	$ 9,851
	2	9,901	9,950	10,000	10,050	10,100	10,151	10,202	10,253
	3	10,304	10,355	10,407	10,459	10,511	10,564	10,617	10,670
INSTRUCTOR	4	10,723	10,777	10,831	10,885	10,939	10,994	11,049	11,104
	5	11,160	11,216	11,272	11,328	11,385	11,442	11,499	11,556
	6	11,614	11,672	11,730	11,789	11,848	11,907	11,967	12,027
	7	12,087	12,147	12,208	12,269	12,330	12,392	12,454	12,516
	8	12,579	12,642	12,705	12,768	12,832	12,896	12,961	13,026
ASSISTANT PROFESSOR	9	13,091	13,156	13,222	13,288	13,355	13,421	13,489	13,556
	10	13,624	13,692	13,760	13,829	13,898	13,968	14,038	14,108
	11	14,178	14,249	14,320	14,392	14,464	14,536	14,609	14,682
	12	14,755	14,829	14,903	14,978	15,053	15,128	15,204	15,280
ASSOCIATE PROFESSOR	13	15,356	15,433	15,510	15,588	15,666	15,744	15,823	15,902
	14	15,981	16,061	16,141	16,222	16,303	16,385	16,467	16,549
	15	16,632	16,715	16,798	16,882	16,967	17,052	17,137	17,223
	16	17,309	17,395	17,482	17,570	17,658	17,746	17,835	17,924
PROFESSOR	17	18,013	18,103	18,194	18,285	18,376	18,468	18,561	18,653
	18	18,747	18,840	18,935	19,029	19,124	19,220	19,316	19,413
	19	19,510	19,607	19,705	19,804	19,903	20,002	20,102	20,203
	20	20,304	20,405	20,508	20,610	20,713	20,817	20,921	21,025
	21	21,130	21,236	21,342	21,449	21,556	21,664	21,772	21,881
	22	21,991	22,101	22,211	22,322	22,434	22,546	22,659	22,772
	23	22,886	23,000	23,115	23,231	23,347	23,464	23,581	23,699
	24	23,817	23,937	24,056	24,176	24,297	24,419	24,541	24,664
	25	24,787	24,911	25,035	25,161	25,286	25,413	25,540	25,668

BERGEN COMMUNITY COLLEGE
PART-TIME SALARY SCHEDULE FOR FULL-TIME FACULTY

		A	B	C	D	E	F	G	H
ASSOCIATE INSTRUCTOR	1	$13.57	$13.61	$13.65	$13.69	$13.73	$13.76	$13.80	$13.84
	2	13.88	13.92	13.96	14.00	14.04	14.07	14.11	14.15
	3	14.19	14.23	14.27	14.31	14.35	14.38	14.42	14.46
INSTRUCTOR	4	14.50	14.54	14.58	14.62	14.66	14.70	14.74	14.78
	5	14.82	14.86	14.90	14.94	14.98	15.02	15.06	15.10
	6	15.14	15.18	15.22	15.26	15.30	15.34	15.38	15.42
	7	15.46	15.50	15.54	15.58	15.62	15.66	15.70	15.74
	8	15.78	15.82	15.86	15.90	15.94	15.98	16.02	16.06
ASSISTANT PROFESSOR	9	16.10	16.14	16.18	16.22	16.27	16.31	16.35	16.39
	10	16.43	16.47	16.51	16.55	16.59	16.63	16.67	16.71
	11	16.75	16.79	16.83	16.87	16.91	16.95	16.99	17.03
	12	17.07	17.11	17.15	17.19	17.23	17.26	17.30	17.34
ASSOCIATE PROFESSOR	13	17.38	17.42	17.46	17.50	17.54	17.57	17.61	17.65
	14	17.69	17.73	17.77	17.80	17.84	17.88	17.92	17.95
	15	17.99	18.03	18.07	18.10	18.14	18.18	18.22	18.25
	16	18.29	18.32	18.36	18.39	18.43	18.46	18.49	18.53
PROFESSOR	17	18.56	18.59	18.63	18.66	18.69	18.72	18.76	18.79
	18	18.82	18.85	18.87	18.91	18.95	18.98	19.01	19.04
	19	19.07	19.10	19.13	19.15	19.18	19.21	19.24	19.26
	20	19.29	19.32	19.34	19.37	19.39	19.42	19.44	19.47
	21	19.49	19.51	19.54	19.56	19.58	19.60	19.63	19.65
	22	19.67	19.69	19.71	19.72	19.74	19.76	19.78	19.79
	23	19.81	19.82	19.84	19.85	19.87	19.88	19.89	19.91
	24	19.92	19.93	19.94	19.94	19.95	19.96	19.97	19.97
	25	19.98	19.98	19.99	19.99	19.99	19.99	20.00	20.00

APPENDIX A
Effective
July 1, 1

BERGEN COMMUNITY COLLEGE
PART-TIME SALARY SCHEDULE FOR FULL-TIME FACULTY

APPENDIX B-1
Effective
July 1, 1974

		A	B	C	D	E	F	G	H
ASSOCIATE INSTRUCTOR	1	$14.37	$14.41	$14.45	$14.49	$14.54	$14.58	$14.62	$14.66
	2	14.70	14.74	14.78	14.82	14.87	14.91	14.95	14.99
	3	15.03	15.07	15.11	15.15	15.20	15.24	15.28	15.32
INSTRUCTOR	4	15.36	15.40	15.45	15.49	15.53	15.57	15.62	15.66
	5	15.70	15.74	15.79	15.83	15.88	15.92	15.96	16.00
	6	16.05	16.09	16.14	16.18	16.22	16.26	16.31	16.35
	7	16.39	16.43	16.48	16.52	16.57	16.61	16.65	16.70
	8	16.74	16.78	16.83	16.87	16.92	16.96	17.00	17.05
ASSISTANT PROFESSOR	9	17.09	17.13	17.18	17.22	17.27	17.31	17.35	17.40
	10	17.44	17.48	17.53	17.57	17.62	17.66	17.70	17.75
	11	17.79	17.83	17.88	17.92	17.97	18.01	18.05	18.10
	12	18.14	18.18	18.22	18.27	18.31	18.35	18.40	18.44
ASSOCIATE PROFESSOR	13	18.48	18.52	18.57	18.61	18.65	18.69	18.74	18.78
	14	18.82	18.86	18.91	18.95	18.99	19.03	19.08	19.12
	15	19.16	19.20	19.24	19.28	19.32	19.36	19.40	19.44
	16	19.48	19.52	19.56	19.60	19.64	19.68	19.72	19.76
PROFESSOR	17	19.80	19.84	19.88	19.91	19.95	19.99	20.02	20.06
	18	20.10	20.14	20.17	20.21	20.24	20.28	20.31	20.35
	19	20.38	20.41	20.45	20.48	20.52	20.55	20.58	20.62
	20	20.65	20.68	20.71	20.74	20.77	20.80	20.83	20.86
	21	20.89	20.92	20.95	20.97	21.00	21.03	21.06	21.08
	22	21.11	21.13	21.16	21.18	21.21	21.23	21.25	21.28
	23	21.30	21.32	21.34	21.36	21.38	21.39	21.41	21.43
	24	21.45	21.47	21.48	21.50	21.51	21.53	21.54	21.56
	25	21.57	21.58	21.59	21.60	21.60	21.61	21.62	21.65

BERGEN COMMUNITY COLLEGE
PART-TIME SALARY SCHEDULE FOR FULL-TIME FACULTY

APPENDIX B-2
Effective
July 1, 1975

		A	B	C	D	E	F	G	H
ASSOCIATE INSTRUCTOR	1	$15.22	$15.26	$15.31	$15.35	$15.40	$15.44	$15.48	$15.53
	2	15.57	15.61	15.66	15.70	15.75	15.79	15.83	15.88
	3	15.92	15.97	16.01	16.06	16.10	16.15	16.19	16.24
INSTRUCTOR	4	16.28	16.33	16.37	16.42	16.46	16.51	16.55	16.60
	5	16.64	16.69	16.73	16.79	16.83	16.87	16.92	16.96
	6	17.01	17.06	17.10	17.15	17.20	17.24	17.29	17.33
	7	17.38	17.43	17.47	17.52	17.57	17.61	17.66	17.70
	8	17.75	17.80	17.85	17.89	17.94	17.99	18.04	18.08
ASSISTANT PROFESSOR	9	18.13	18.18	18.23	18.27	18.32	18.37	18.42	18.46
	10	18.51	18.56	18.61	18.65	18.70	18.75	18.80	18.84
	11	18.89	18.94	18.99	19.03	19.08	19.13	19.18	19.22
	12	19.27	19.32	19.36	19.41	19.46	19.50	19.55	19.59
ASSOCIATE PROFESSOR	13	19.64	19.69	19.73	19.79	19.83	19.87	19.92	19.96
	14	20.01	20.06	20.11	20.15	20.20	20.25	20.30	20.34
	15	20.39	20.44	20.48	20.53	20.57	20.62	20.66	20.71
	16	20.75	20.79	20.84	20.88	20.93	20.97	21.01	21.06
PROFESSOR	17	21.10	21.14	21.19	21.23	21.27	21.31	21.36	21.40
	18	21.44	21.48	21.52	21.56	21.61	21.65	21.69	21.73
	19	21.77	21.81	21.85	21.88	21.92	21.96	22.00	22.03
	20	22.07	22.11	22.14	22.18	22.22	22.25	22.29	22.32
	21	22.36	22.39	22.43	22.46	22.50	22.53	22.56	22.60
	22	22.63	22.66	22.69	22.72	22.75	22.77	22.80	22.83
	23	22.86	22.89	22.91	22.94	22.97	22.99	23.02	23.04
	24	23.07	23.09	23.11	23.13	23.15	23.17	23.19	23.21
	25	23.23	23.25	23.26	23.28	23.29	23.31	23.32	23.34

APPENDIX C

BERGEN COMMUNITY COLLEGE

SALARY SCHEDULE

GROUP A

The salary for Professional Assistant, and Library Associate, will be computed at 95% of the full-time Faculty Instructor Guide.

The Technical Assistant I will be computed at 91% of the full-time Faculty Instructor Guide.

The Technical Assistant II will be computed at 86% of the full-time Faculty Instructor Guide.

The Technical Assistant III will be computed at 82% of the full-time Faculty Instructor Guide.

The full-time Instructor Guide used as a basis of computing the above salaries shall be the guide in force as of each year of the contract -

Effective July 1, 1973	Appendix A
Effective July 1, 1974	Appendix A-1
Effective July 1, 1975	Appendix A-2

APPENDIX
Effective
July 1, 1

BERGEN COMMUNITY COLLEGE

LEAVES OF ABSENCE

All leaves, except for sick time, must be applied for on application forms in accordance with procedures adopted by the President.

I. SICK TIME

Each full-time member shall be entitled to annual sick time of fifteen (15) days, to be used for absences caused by illness or physical disability. Twelve month members shall be entitled to one (1) extra sick day. A member is entitled to a maximum of three (3) days which shall not be charged against sick leave providing the member meets any part of his scheduled obligations on said days.

If an illness or disability exceeds one day, a member shall not be charged for days against sick time on which he has no scheduled obligations. Scheduled obligations shall be understood to include in addition to teaching his classes, office hours, committee meetings and special College functions or assignments.

Unused sick leave days shall accumulate year to year, with a maximum of fifteen (15) days accumulated during any one year.

The College shall advise each member, in writing, as to the amount of accumulated sick leave days, on or before June 30th, of each year.

II. BEREAVEMENT

A maximum of three days shall be allowed with pay for absence for each death in the immediate family. Family shall mean father, mother, brother, sister, spouse, child, grandchild, grandmother, grandfather, father-in-law, and mother-in-law. Members may apply for up to two (2) additional bereavement days to the President or his designee.

In the event of the death of a member of the family, [illegible] than those listed above, such as uncle or aunt, one full [illegible] with pay, shall be allowed to attend the funeral.

III. PERSONAL LEAVE

Special leave for personal emergencies of not more than five (5) working days a year may be granted, with pay, by the President or his designee.

IV. SPECIAL PURPOSE LEAVE

Tenured members of the faculty may be granted leaves of absence, for one year, without pay, for special purposes such as Study, Writing, Research, Graduate Projects, Public Service or for other purposes which may bring credit to the individual and the College.

The Board of Trustees may extend such leaves beyond the one year limit upon the recommendation of the President. Upon return from such leave, the faculty member shall be placed on the same step on the Salary Schedule which he would have been placed had he remained at the College during that period. During such leave, the faculty member may, at his option, pay premiums on medical insurance and exercise whatever pension options are available for the period of the leave.

V. SABBATICAL LEAVE

Sabbatical leaves will be granted for study and research, educational travel, restoration of health, or other pursuits as may contribute to professional growth.

To be eligible for sabbatical leave, the faculty member shall have served at least six (6) consecutive years at the College without having had other prolonged leaves of absence (one-half year or more). Compensation during sabbatical leave [illegible] for full salary for one-half an academic year, or one-[illegible]alary for a full academic year. During the leave, the

recipient shall retain the right of regular employment, such as status or salary schedule, retirement, medical benefits, and tenure. The College Promotion Committee shall serve as the Sabbatical Leave Committee to recommend to the President eligible faculty members to be granted sabbatical leave.

The application for leave shall contain a definite statement of the plan of study, travel, or other activities.

Acceptance of sabbatical leave obligates the recipient to return for services at the College for at least one year, unless explicitly waived by the Board, at the recommendation of the President.

Employment during the sabbatical leave solely for increased income is incompatible with the purpose of the leave.

The number of sabbatical leaves during any academic year shall be at the discretion of the Board of Trustees.

It is the intent of the Board to grant, as far as possible, sabbatical leaves during an academic year taking into consideration the budgetary limitations on granting such leaves as well as the professional plans of the various faculty members eligible for such leaves.

Eligible faculty members shall file an application for a sabbatical leave on or before October 30 for leaves scheduled to start the next academic year.

Applicants shall be notified of the final decision by the President of Bergen Community College no later than December 1 of the year preceding the leave. Applications after the December 1 date may be considered if an approved candidate withdraws.

VI. MATERNITY LEAVE

A tenured faculty member shall be entitled to maternity leave of up to one year, without pay, commencing on the date specified by the attending physician. The leave may be extended by

application of the member to the President of the College and with the approval of the Board of Trustees. Salary step credit shall be given up to a maximum of one year. Retirement benefits and medical benefits shall be granted during the period of maternity leave in conformity with the law and the rules and regulations established by the appropriate State Departments.

A non-tenured member shall be entitled to a maximum of nine (9) continuous weeks of maternity leave, without pay, upon application to the President of the College and with approval of the Board of Trustees. No leave may extend beyond the members contract year. Upon reappointment, any remaining portion of the nine (9) weeks not used at the contract expiration date may be taken. Retirement benefits and medical benefits shall be granted during the period of maternity leave in conformity with the law and rules and regulations established by the appropriate State Departments.

Members may elect to use sick leave in any combination with maternity leave.

VII. MILITARY LEAVE

A military leave, without pay, shall be granted to any member who shall be inducted or who shall enlist for one (1) enlistment period, in any branch of the Armed Forces of the United States.

Leave not to exceed fifteen (15) days per year shall be granted a member to fulfill Reserve or National Guard commitments. A member shall receive full salary less any monies received on a per diem basis for time normally at the College, while meeting this obligation with the Armed Forces. Members shall make every effort to fulfill Reserve or National Guard commitments during the College vacation periods.

VIII. JURY DUTY

A full-time member shall receive a full salary for the period of time during which he serves as a juror without loss of any other leave time, less any monies received while performing as a juror.

APPENDIX E
Effective
July 1, 1973

BERGEN COMMUNITY COLLEGE

GUIDLINES FOR CONSIDERATION FOR APPOINTMENT,

REAPPOINTMENT, TENURE AND PROMOTION

I. PREFACE

Bergen Community College seeks to attract, hold and enhance the interests of the best qualified personnel who will most effectively instruct, guide the growth of and advise students. These guidelines, therefore, emphasize three areas that represent the elements by which the College seeks to measure faculty effectiveness in carrying out its responsibilities.

1. Teaching effectiveness.

2. Scholarship and professional growth.

3. Contributions to the Department, College and Community.

The following statements list examples of the attributes under each of these categories that will be examined when members of the faculty are being considered for reappointment, tenure and promotion. In evaluating non-teaching faculty for promotion in academic rank, the criteria of "Effectiveness in the Classroom" will be interpreted as effectiveness in his appropriate area of responsibilities.

II. SUGGESTED ATTRIBUTES OF TEACHING EFFECTIVENESS

1. Mastery of subject matter in the discipline.

2. Display of teaching skills, imaginative techniques, and effective methods of communication.

3. Development of teaching materials.

4. Indications of understanding and encouragement of student.

5. Participation in self-improvement program: assessing own abilities, exchange of ideas, self-criticism, etc.

6. Emotional stability and maturity as shown by overt behavior.

7. Physical stamina, vitality, vigor and poise.

8. Evidence of enthusiasm, initiative and good interpersonal relationships.

III. SUGGESTED ATTRIBUTES OF SCHOLARSHIP AND PROFESSIONAL GROWTH

1. Graduate courses and degrees.

2. Honors, awards, received from learned or professional societies.

3. Papers read or discussed at meetings of professional or learned societies.

4. Membership and activity in learned or professional societies.

5. Research activities and grants.

6. Visiting professorships at other colleges or universities.

7. Professional consultation.

8. Publications:

A. Books

B. Articles and professional journals

C. Book reviews of related professional material

D. Creative work in art, literature, music, etc.

IV. SUGGESTED CONTRIBUTIONS TO COLLEGE, DEPARTMENT, AND THE COMMUNITY WHICH MAY INCLUDE THE FOLLOWING:

1. Advancing the best interests and objectives of the College, the Faculty and the Students.

A. Committee activities.

B. Participation in community activities.

C. Service in research projects for community, industry or government.

2. Leadership, sponsorship and responsibility to student or faculty extracurricular activities.

3. Outstanding efforts in special phases of the College program, such as admissions, guidance, registration, commencement,

publications, placement, public relations.

4. Special contributions within a department.

5. Contributions to stimulating growth in teaching skill of others.

V. APPOINTMENT AND REAPPOINTMENT

A. Statement of Terms of Appointment (See "Minimum Requirements for Consideration for Appointment and Promotion to Academic Rank" Pages 36-40)

1. Every initial and subsequent appointment will be confirmed in writing except for the faculty member who has tenure.

2. Appointments for the period preceding attainment of tenure shall be probationary.

3. Notification, in writing, by the President or his designee of intentions of renewal or non-renewal of contract and acceptance by the member shall be in accordance with the following schedule:

	Member Notified by President of His Intention By	Member Notifies President of His Intention By
Faculty serving their first academic year	March 15	April 1
Faculty serving their second academic year	February 15	March 1
Faculty serving their third, fourth or fifth academic year	January 15	February 1
Group A	April 15	May 1

The President shall submit his recommendations to the Board of Trustees at the next regular meeting of the Board. If the President recommends reappointment and if the Board's decision is unfavorable, that individual will be notified by the President as soon as possible.

4. Appointments for less than one year shall terminate at the end of the appointment period without any prior notice of termination.

B. Termination of Appointment by the Faculty Member

A faculty member may terminate his appointment effective at the end of an academic year, by giving notice, in writing, to the President at the earliest possible opportunity, but not later than April 1. The faculty member may properly request a waiver in writing of this requirement of notice to the President in case of hardship, or in a situation where he would otherwise be denied substantial professional advancement or other opportunity. The President's decision in granting or denying the request of waiver shall be final.

C. Termination by the College of Non-tenured Appointments

Denial of reappointment shall not be for reasons of residence, age, sex, marriage, race, religion, national origin, or political affiliation. Non-tenured appointments shall automatically terminate at the end of the appointment period unless the faculty member is notified in writing of reappointment according to the schedule noted in V. A. 3. above. Non-reappointment of faculty member shall be preceded by a meeting between faculty member and appropriate administrative officer before formal action is taken.

Non-tenured faculty who have been denied reappointment have recourse to grievance procedures established by the contract between Bergen Community College and the Bergen Community College Faculty Association.

D. Termination by the College of Tenured Appointments

Termination of tenured appointments shall be in accordance with State tenure law.

Where termination of tenured appointments is based upon

financial exigency, or bona fide discontinuance of a program or department of instruction, the faculty member concerned shall be given notice as soon as possible, and never less than twelve (12) months, or in lieu thereof, he shall be given one (1) academic year of severance pay at his current salary. Before terminating an appointment because of the abandonment of a program or department of instruction, the institution will make every effort to place affected faculty members in other suitable positions. If an appointment is terminated before the end of the period of appointment, because of financial exigency, or because of discontinuance of a program of instruction, the released faculty member's place shall not be filled by a replacement for a period of two (2) years, unless the released faculty member first has been offered reappointment to his original position. The faculty member shall accept or decline the appointment in writing to the President within one (1) month of the date of the reappointment offer.

Layoff shall be implemented by identifying the discipline or department where over-staffing exists. Those serving probationary periods (non-tenured) to be laid off first. Should further reductions be necessary, tenured faculty members shall be laid off in inverse order of their seniority (last tenured faculty member first). When circumstances shall be appropriate, each tenured faculty member laid off as aforementioned shall be reinstated in inverse order of his placement or layoff. A tenured faculty member who is laid off shall retain but not accumulate seniority.

VI. PROMOTION (See "Minimum Requirements for Consideration for Appointment and Promotion to Academic Rank" Pages 36-40.)

A. The number of promotions to be made for the following academic years shall be determined by the Board of Trustees after receiving the recommendations regarding this number from the

President of the College who shall consult with the College-Wide Promotion Committee regarding this number. The Trustees shall make said determination by November 20th.

B. Each department shall establish a Department Promotion Committee by annual election to be held in May by those faculty members who have accepted the invitation to return in September. This Committee shall consist of three (3) members including the Chairman of the department for departments with up to twelve (12) faculty members, or five (5) members including the Chairman of the department for departments of more than twelve (12) members, all of whom must be full-time, tenured faculty. If there are insufficient tenured faculty to implement this requirement, non-tenured members may serve by election.

An individual faculty member may request consideration for promotion by applying to his Department Promotion Committee by November 1.

No person who is being considered for promotion may sit on the Department Promotion Committee.

The Committee shall consult with the Chairman when evaluating faculty in recommending promotion. The Chairman of the Department will submit in writing, with supportive documents, the recommendations for promotion to the Dean of Instruction for consideration by the College-Wide Promotion Committee by November 20. The Department Chairman shall, at the same time, notify their department of the persons being recommended for promotion.

The President's Cabinet, through the President, may submit a list of candidates for promotion to the College-Wide Promotion Committee for consideration. The College Wide Promotion Committee shall supervise the general operation of the promotion process. The Department Chairman shall make an oral presentation for each candidate in his department to the College-Wide Promotion

Committee.

The Dean of Instruction shall submit the list of candidates recommended for promotion by the College-Wide Promotion Committee to the President of the College by December 23. The number recommended shall not exceed the number of promotion positions available; a separate list of the candidates considered but not recommended shall be submitted to the President at the same time.

For a candidate to be recommended for promotion, he must receive at least six (6) votes, which may include the vote of the Dean of Instruction. The President shall, on or about February 1st, through the Dean of Instruction, inform Department Chairmen of the final promotion list to be presented to the Board of Trustees for action at the next regular public meeting of the Board of Trustees. All candidates who are not recommended to the President for promotion by the College-Wide Promotion Committee, shall be so notified, in writing, by January 7 by the Chairman of the Promotion Committee, after submission of the Committee's recommendations to the President.

C. Appeal of Department and/or College-Wide Promotion Committee recommendations will follow regular grievance procedure as established by the contract between the Bergen Community College Faculty Association and the Board of Trustees.

D. The College-Wide Promotion Committee shall consist of:

1. The Vice President
2. The Dean of Instruction who shall serve as Chairman
3. Eight (8) tenured members of the faculty elected by the faculty at large, all of whom must be of professorial rank, and at least one (1) must be full professor, and at least two (2) associate professors.

No more than one (1) person may serve from any department.

In case of illness or incapacity of the Dean of Instruction, the Vice President shall serve as Chairman. No person who is being considered for promotion may sit on the Committee while his promotion is under consideration.

The College-Wide Promotion Committee shall be elected in accordance with Article III, Section B of the Constitution of the Faculty. The results of the election shall be reported to the Dean of Instruction, who shall arrange for the Committee to convene. In the event a member of the Committee resigns or otherwise leaves vacant an unexpired term of office, the procedure for replacement shall follow precisely the same method used in the election of a member being replaced.

VII. ACADEMIC FREEDOM

All members of the faculty, whether tenured or not, are entitled to academic freedom as set forth in the 1940 Statement of Principles on Academic Freedom and Tenure, formulated by the Association of American Colleges and the American Association of University Professors:

"A. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties.

B. The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject.

C. The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man

of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence, he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman."

If a faculty member on probationary or other non-tenured appointment alleges that consideration violative of academic freedom significantly contributed to a decision not to reappoint him, his allegation will be submitted to the established grievance procedure.

VIII. GRIEVANCE PROCEDURE (See Appendix G)

If any faculty member feels that he has cause for grievance, he must follow normal grievance procedures as stated in the contract between Bergen Community College and the Bergen Community College Faculty Association.

MINIMUM REQUIREMENTS FOR CONSIDERATION FOR APPOINTMENT OR PROMOTION TO ACADEMIC RANK OF PROFESSOR

FOR APPOINTMENT			FOR PROMOTION
ACADEMIC REQUIREMENTS		COLLEGE LEVEL EXPERIENCE OR OTHER EQUATED EXPERIENCE	
DEGREE	PLUS		INCLUDING
DOCTORATE	0	10 years college level experience in: a. Teaching b. Student Personnel work c. Registrar & Admissions Faculty functions d. Faculty function Library work related to discipline or area candidate considered for appointment.	3 years as Associate Professor
MASTER'S	Completion of all course work in an approved doctoral program and publication of a book of professional note.	Same as above	3 years as Associate Professor
MASTER'S	Completion of all course work in an approved doctoral program completed no later than 10 years preceding effective date of initial appointment. OR Completion of 60 relevant graduate credits, 15 of which have been completed no later than 10 years preceding the effective date of initial appointment. OR Second relevant Master's or 6th year graduate degree beyond a Master's, and 15 relevant graduate credits which have been completed no later than 10 years preceding the effective date of initial appointment.	Same as above, except 15 years college level.	4 years as Associate Professor

MINIMUM REQUIREMENTS FOR CONSIDERATION FOR APPOINTMENT OR PROMOTION TO ACADEMIC RANK OF ASSOCIATE PROFESSOR

FOR APPOINTMENT			FOR PROMOTION
ACADEMIC REQUIREMENTS		COLLEGE LEVEL EXPERIENCE OR	
DEGREE	PLUS	OTHER EQUATED EXPERIENCE	INCLUDING
DOCTORATE	0	6 years of college level experience in: a. Teaching b. Student Personnel work c. Registrar & Admissions Faculty function d. Faculty function Library work related to discipline or area candidate considered for appointment.	3 years as Assistant Professor
MASTER'S	Completion of all course work in an approved doctoral program and publication of a book of professional note.	Same as above	3 years as Assistant Professor
MASTER'S	Completion of all course work in an approved doctoral program completed not later than 10 years preceding effective date of initial appointment. OR Second Master's degree or a 6th year graduate degree beyond a Master's in a discipline and 15 credits in an approved doctoral program completed not later than 10 years preceding effective date of initial appointment. OR Completion of 54 relevant graduate credits, 15 of which have been completed no later than the 10 years preceding effective date of initial appointment. OR Second relevant Master's or 6th year graduate degree beyond a Master's and 24 relevant graduate credits, 15 of which have been completed no later than the 10 years preceding effective date of initial appointment.	Same as above except 7 years of college level experience.	4 years as Assistant Professor

MINIMUM REQUIREMENTS FOR CONSIDERATION FOR APPOINTMENT OR PROMOTION TO ACADEMIC RANK OF ASSOCIATE PROFESSOR (Cont.)

FOR APPOINTMENT			FOR PROMOTION
ACADEMIC REQUIREMENTS		COLLEGE LEVEL EXPERIENCE OR	
DEGREE	PLUS	OTHER EQUATED EXPERIENCE	INCLUDING
MASTER'S	4 years college level or 8 years high school level experience in: a. Teaching b. Student Personnel work c. Registrar & Admissions Faculty function d. Faculty function Library work OR 12 years relevant business, industrial, military experience or elementary school teaching.	Same as above except 7 years of college level experience.	4 years as Assistant Professor

MINIMUM REQUIREMENTS FOR CONSIDERATION FOR APPOINTMENT OR PROMOTION TO ACADEMIC RANK OF ASSISTANT PROFESSOR

FOR APPOINTMENT			FOR PROMOTION
ACADEMIC REQUIREMENTS		COLLEGE LEVEL EXPERIENCE OR OTHER EQUATED EXPERIENCE	INCLUDING
DEGREE	PLUS		
DOCTORATE	0	2 years college level experience	2 years as Instructor
MASTER'S	Completion of 15 relevant graduate credits which have been completed during the 10 years preceding effective date of initial appointment. OR Completion of any 30 graduate credits, 15 of which have been completed during the 10 years preceding effective date of initial appointment. OR Second Master's or 6th year graduate degree beyond Master's in a related discipline. OR 2 years college level or 4 years high school level experience in: a. Teaching b. Student Personnel work c. Registrar & Admissions Faculty function d. Faculty function Library work related to discipline or area candidate considered for appointment. OR 6 years relevant business, industrial, military experience or elementary school teaching.	4 years college level experience	3 years as Instructor

MINIMUM REQUIREMENTS FOR CONSIDERATION FOR APPOINTMENT AS INSTRUCTOR

FOR APPOINTMENT			
ACADEMIC REQUIREMENTS			
DEGREE	PLUS	PLUS OTHER RELEVANT EXPERIENCE	
MASTER'S	0	0	

ASSOCIATE INSTRUCTOR

The Associate Instructor position will normally be reserved for faculty to be appointed in specialized areas such as Dental Hygiene, Respiratory Therapy, Medical Lab Technician and Radiologic Technology, where there is a dearth of available, qualified candidates with a Baccalaureate or a Master's Degree, or for which a Master's Degree may be non-existent. Candidates with a Master's Degree will be considered for appointment in the faculty rank titles.

Candidates will be selected on the basis of their educational background and relevant experience. Promotion from Associate Instructor may be made to Instructor or Assistant Professor after four (4) years as an Associate Instructor at Bergen Community College. The rank will depend upon educational background acquired while at Bergen Community College, salary and quality of performance. An Associate Instructor who completes a relevant Master's Degree while employed at Bergen Community College will be made an Instructor, the month following the submission of certified evidence of the conferral of the degree.

GUIDELINES

	ACADEMIC REQUIREMENTS	APPOINTMENT RELATED EXPERIENCE	PROMOTION EXPERIENCE TO NEXT STEP
PROFESSIONAL ASSISTANT	Bachelor (with 15 credits towards Master's)	1 year	---
	Bachelors	2 years	---
TECHNICAL ASSISTANT I	Bachelors	0 years	2 years
	Associate	4 years	---
	High School Grad	7 years	---
TECHNICAL ASSISTANT II	Associate	2 years	2 years as Tech II
	High School Grad	5 years	2 years as Tech II
TECHNICAL ASSISTANT III	Associate	0 years	2 years as Tech III
	High School Grad	2 years	3 years as Tech III

*Grandfather Clause - Present personnel retain title regardless of academic qualifications or experience.
Promotion - Based upon academic requirements, experience and recommendation.

DEFINITIONS

EQUATED EXPERIENCE: 2 years of high school level teaching or 2 years of high school student personnel work, or 2 years of relevant experience in a counseling agency, or 2 years of registrar and admissions work, or 2 years in a high school professional rank library work, shall be equated to 1 year of college level work.

3 years of business, industrial or military experience shall be equated to 1 year of college level work.

3 years of elementary school teaching shall be equated to 1 year of college level work.

Experience cannot be used at the same time to meet both academic and experience requirements.

RELEVANT: Related to discipline faculty engaged to teach or area to which assigned and/or related to higher education or community college, such as philosophy, history, psychology, educational methods and techniques, measurements and evaluation, administration, media utilization or bibliographic procedures.

LIBRARY & LEARNING RESOURCES DEPARTMENT: For the Library Print Media the Master's Degree must be from a library school accredited by the American Library Association (ALA) or Bachelor of Library Science (30 credits, 5th year) obtained prior to 1950.

Learning Resources (non-print media) Master of Science, or Master of Arts in field of specilization, such as:

- Instructional Media
- Educational Communication
- Communication Engineering
- Etc.

These requirements may be waived on recommendation of the President if, in his judgment, the individual will bring credit to the College.

Note: Experience during special purpose leaves or sabbatical leaves, other than for restoration of health, may be credited toward the experience requirement.

BERGEN COMMUNITY COLLEGE

PERSONNEL FILES

PERSONNEL FILES

The following two (2) files shall be maintained for each member of the bargaining unit:

A. Administration File

B. Departmental File

ADMINISTRATION FILE

The Administration File shall be maintained in the office of the Dean of Instruction and shall include, but not be limited to, the following:

1. All materials requested by the College or supplied by the employee in connection with the employee's original employment.

2. All materials related to the employee's academic or professional performance at the College generated by, or made available to, the College.

3. Materials relating to final resignation or discharge.

4. Any statements that the employee wishes to have entered in response to or in elaboration of any other item in his file.

No materials shall be placed in the employee's administration file until the employee has been given the opportunity to read the contents and attach any comments he may so desire. Each document shall be initialed by the employee before being placed in his file as evidence of his having read such documents. This initialing shall not be deemed to constitute approval by the employee of the contents of such document. If the employee refused to initial any document after having been given an opportunity to read the same, a statement to that effect, witnessed by a second party, shall be affixed to the document.

The Administration File is to be confidential and, with the

exception of the following listed materials, shall be available only to the employee for examination at his request and to the parties concerned at grievance or dismissal hearings:

1. References and other confidential information.

2. Placement records which contain references from outside sources.

3. Transcripts restricted by the sending institution.

4. Confidential materials relating to the discharge of a faculty member.

At the employee's option, a representative of the Association may accompany the employee when he examines his file.

DEPARTMENTAL FILE

The Departmental File shall be maintained in the office of the Chairman of the Department to which the employee is assigned and shall include, but not be limited to, the following:

1. All materials related to the employee's academic or professional performance generated by, or made available to, the College.

2. Any statements that the employee wishes to have entered in response to, or in elaboration of, any item placed in his file.

No materials shall be placed in the employee's Departmental File until the employee has been given the opportunity to read the contents and attach any comments he may so desire. Each such document shall be initialed by the employee before being placed in his file as evidence of his having read such document. This initialing shall not be deemed to constitute approval by the employee of the contents of such document. If the employee refused to initial any document after having been given an opportunity to read the same, a statement to that effect, witnessed by a second party, shall be affixed to the document.

The Departmental File is to be confidential and shall be

available only to the employee for examination at his request, to members of the Promotion Committee, and to the parties concerned at grievance or dismissal hearings. At the employee's option, a representative of the Association may accompany the employee when he examines his file.

BERGEN COMMUNITY COLLEGE

GRIEVANCE PROCEDURE

I. INTENT

The College and the Association agree that they will use their best efforts to encourage the informal and prompt settlement of complaints and grievances which may arise between the Association, its members and the College. The orderly processes hereinafter set forth will be the sole method used for the resolution of all complaints and grievances.

II. DEFINITIONS

A complaint is an informal claim by an employee in the bargaining unit, or by the Association of improper, unfair, arbitrary or discriminatory treatment.

A complaint may, but need not, constitute a grievance. Complaints shall be processed through the informal grievance procedure as herein set forth.

A grievance is an allegation by an employee or the Association that there has been:

1. A breach, misinterpretation, or improper application of the terms of this Agreement; or

2. An arbitrary or discriminatory application of, or a failure to act pursuant to, the by-laws and written policies or other administrative decisions of the College, related to the terms and conditions of employment.

III. INFORMAL PROCEDURE FOR HANDLING COMPLAINTS

Any employee in the bargaining unit may present and discuss his complaint either with or without a representative of the Association. Similarly, a representative of the Association may present and discuss a complaint on behalf of any employee in the bargaining unit, or group of employees in the bargaining unit,

with the Chairman of the Department involved or administrative officer to whom he is responsible or with whom the complaint is directly concerned and the procedure shall be entirely informal. Any settlement, withdrawal, or disposition of a complaint at this informal stage shall not constitute a binding precedent in the settlement of similar complaints. Informal procedures terminate when the grievant signs a dated statement to that effect.

IV. FORMAL PROCEDURE FOR HANDLING GRIEVANCES

In the presentation of a grievance, the faculty member shall have the right to present his own case or to designate a representative to appear with him at any step of his grievance.

The President or his designee shall have the right to designate a representative to participate equally at any stage of the grievance procedure.

Step 1 - If a complaint is not satisfactorily resolved in informal discussion, a grievance may be filed within seven (7) school days, in writing, on the official grievance form, with the President of the College or his designee, setting forth the nature of the grievance, the remedy requested and shall be signed by the grievant. Any grievance not filed within the time specified above shall be deemed waived by the grievant and the Association.

Within seven (7) school days from the date of receipt of the grievance by the President or his designee, the President or his designee shall arrange to meet with the grievant in an effort to resolve the grievance. The President or his designee shall indicate his disposition of the grievance, in writing, within seven (7) school days of the last meeting with the grievant. A copy of the President's disposition shall be transmitted to the grievant. Any grievance not answered within the time

specified above shall be deemed as granting relief to the grievant.

Step 2 - If the grievant is not satisfied with the disposition of the grievance by the President or his designee, he may transmit the grievance to the Board of Trustees of Bergen Community College by filing a copy of the grievance within seven (7) school days of receipt of the decision, through normal College channels, with the secretary of the Board of Trustees. The Board of Trustees shall, within thirty (30) calendar days of the receipt of the grievance by the secretary of the Board, hold a hearing on it, if the grievant requests such a hearing. Otherwise, the Board of Trustees may consider the written record submitted to it by the grievant, or the Board may, on its own motion, conduct a hearing.

The Board of Trustees shall make a determination of the grievance in writing within seven (7) days of the last hearing or last submission of materials, indicating its disposition of the grievance. A copy of the Board's disposition shall be transmitted to the grievant and the President. The disposition of the grievance by the Board of Trustees shall be final. Any grievance not answered within the time specified above shall be deemed as granting relief to the grievant.